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agency, and plaintiffs knew that the property would be sold, and did not object to the giving of an option thereon, the agency was revocable, and when defendant sold the property, plaintiffs could not recover commissions on rents not yet collected nor damages for the breach.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

Error to Corporation Court, City of Lynchburg.

Assumpsit by J. S. Walker and A. W. Mosby, partners, doing business as Walker & Mosby, against James F. Casey. Judgment for plaintiffs, and defendant brings error. Reversed and remanded.

Harrison & Long, of Lynchburg, for plaintiff in error.

Easley & Coleman and *Volney E. Howard*, all of Lynchburg, for defendants in error.

H. W. WILLIAMS & SONS, Inc., v. POSTAL TELEGRAPH-CABLE CO.

March 21, 1918.

[95 S. E. 436.]

Telegraphs and Telephones (§ 54 (5)*)—Delay in Delivery of Message—Damages.—Act Cong. June 18, 1910, c. 309, 36 Stat. 539, requires telegraph companies to print and publish rates, rules, classifications, regulations, and practice and to file them with the Interstate Commerce Commission, and confers upon that tribunal jurisdiction to determine the reasonableness of such rates. A telephone company incorporated into its blank forms of contracts for the sending of messages a statement limiting its liability for delay in the transmission of an unrepeatd message to the amount received for sending the same. A brokerage firm sent for delivery an unrepeatd interstate message, relating to the sale of a shipment of potatoes, but such message was not delivered until too late to take advantage of the prevailing market. Held, that the telegraph company was not liable for the loss of profits on the sale of potatoes.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 872; 13 Va.-W. Va. Enc. Dig. 186.]

Error to Circuit Court, Northampton County.

Action by H. W. Williams & Sons, Incorporated, against the Postal Telegraph-Cable Company. Judgment for defendant, and plaintiff brings error. Affirmed.

S. J. Turlington, of Accomac, and *Jeffries & Jeffries*, of Norfolk, for plaintiff in error.

Ino N. Sebrell, Jr., of Norfolk, for defendant in error.

*For other cases, see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.